pressly held that a mark was not writing within the meaning of the above statutes. A close examination of those statutes shows that they only extend the field of expert testimony and do not declare what constitutes writing, so that the court would have decided that a mark is not writing subject to comparison by experts, without the existence of the statute. The cases holding with the instant case go on the theory that these disputed marks have no prevailing characteristic which would enable an expert to speak, with any degree of certainty, as to the identity of the person who made them; hence a comparison is improper. Some of the cases holding to the above theory are *Jackson, ex dem. Van Dusen* v. *Van Dusen,* 5 Johns. 144, 4 Am. Dec. 330; *Jackson* v. *Jackson,* 39 N. Y. 153; *Shinkle* v. *Crock,* 17 Pa. St. 159. Another line of cases go upon the theory that, since the jury must compare the mark to see if it is genuine, the comparison should be made more intelligible by comparisons made by experts. They hold that such comparison is possible; for marks made by hands trembling with old age, or by illiterate persons, have characteristics of their own differing from those made by steady hands and with intelligent design. *State* v. *Tice,* 30 Ore. 457, 48 Pac. 367. On the question of comparison of cross-marks there is also a division of opinion. *Travers* v. *Snyder,* 38 Ill. App. 379, holds that cross-marks can not be distinguished so as to produce dependable evidence unless by some strong proof it is shown that the signer's mark had some peculiar distinguishing characteristic. See also *State* v. *Byrd,* 93 N. C. 624. The case of *Shank* v. *Butsch,* 28 Ind. 19, strongly intimates that cross-marks are writing and subject to the same rule as other signatures.

EVIDENCE—UNAUTHENTICATED BOOKS OF ENTRY.—Plaintiff claims on contracts for sawing lumber for the defendant. Carruth, an employee of plaintiff, kept account of the work done on tally boards at the mill, from which, as well as from oral reports of Carruth, plaintiff made up the book admitted in evidence. Carruth was out of the state and was not produced to authenticate these figures, nor was any attempt made to obtain his deposition; on this ground defendant objected to the admission of the book. *Held,* this book was properly admitted, on grounds of convenience and necessity, and that such admission must be left to the discretion of the trial court. *Squires* v. *O'Connell,* (Vt. 1916) 99 Atl. 268.

The court justified the entry of the book without authentication on grounds of practical convenience. Formerly, when employers, engaged in small industries, had only a few employees, strict rules of authentication may have been quite practicable; but nowadays large concerns employ thousands of men, many of whom are obliged to make individual reports from which the books must finally be made up, and the strict rule would work severe inconvenience. The courts are facing this practical difficulty, and are as above, leaving it to the discretion of the trial court to determine when such authentication may be dispensed with. The reliability of the present systems of bookkeeping as opposed to the old slipshod methods, seems to be another reason for relaxing the rigid rules of authentication. 2 WIGMORE, EVID., §§1521, 1530; *Griffith* v. *Boston & Maine Ry. Co.,* 87 Vt. 278, 89 Atl. 220;

Osborne v. *Grand T. Ry. Co.,* 87 Vt. 104, 88 Atl. 512, Ann. Cas. 1916C 74. Some cases hold that if the party who made the entry cannot be compelled to appear, his testimony may be dispensed with. *Vinol* v. *Gilman,* 21 W. Va. 321, 45 Am. Rep. 562. Many courts still apply strictly the rule requiring authentication. *Randall* v. *Borden,* (Tex. Civil App.), 164 S. W. 1063; *Little Rock Granite Co.* v. *Dallas County,* 66 Fed. 522, C. C. A. 620

EVIDENCE—VALUE OF SERVICES MEASURED BY UNION SCALE.—Plaintiff sued on a mechanic's lien to recover for labor and materials used in doing plumbing for defendant. Evidence was admitted showing the union rate of wages for journeymen plumbers. Defendant objected because it had not been shown that the contract was based upon union prices. *Held,* that the trial court properly admitted the evidence. *Schalich* v. *Bell,* (Cal. 1916), 161 Pac. 983.

In determining the value of services courts have quite generally excluded evidence tending to show rewards for similar services in analogous cases, because it raises too many collateral issues; yet it would seem that such a method of showing the proper amount of recovery would be most accurate. *Harris* v. *Russell,* 93 Ala. 59, 9 So. 541; *McKnight* v. *Detroit & M. Ry. Co.,* 135 Mich. 307, 97 N. W. 772. In *Seurer* v. *Horst,* 31 Minn. 479, 18 N. W. 283, proof of wages received by another employee of defendant was excluded as not being evidence of the value of plaintiff's services. To the same effect is *Forey* v. *Western Stage Co.,* 19 Ia. 535. To show the reasonableness of fees charged for services of a physician or an attorney, evidence is usually rejected as to fees charged in previous similar cases. *Collins* v. *Fowler,* 4 Ala. 647; *Robbins* v. *Harvey,* 5 Conn. 335. Some courts allow value received for similar services to be shown, but in such cases it is always difficult to show sufficient similarity. *Maurice* v. *Hunt,* 80 Ark. 476, 97 S. W. 664; *Peters* v. *Davenport,* 104 Ia. 625, 74 N. W. 6; *Krammen* v. *Meridean M. Co.,* 58 Wis. 399, 17 N. W. 22. The practical difficulty of establishing the value of personal services is well illustrated in a New York case where the plaintiff had personally cared for a very corpulent man, kept his house, and done his sewing. Plaintiff's witness was allowed to show what she was accustomed to pay for such services under similar circumstances. The court recognized the difficulty of the situation and remarked, "In this we see no error. It was, as we have said, the best that the situation permitted the plaintiff to do." *Edgecombe v. Buckhout,* 146 N. Y. 332, 40 N. E. 991, 28 L. R. A. 816. In view of the present difficulty of determining the value of services of the various trades, it would seem that the union scale of wages would be a dependable and fair basis. Incidentally, the court's recognition of union wages as a fair scale offers a bit of encouragement to labor organizations.

INJUNCTION—TO PREVENT SOLICITATION OF CUSTOMERS BY FORMER EMPLOYEE.—For a number of years the defendant was a driver and solicitor for the plaintiff laundry company. He left the employ of the latter suddenly and began soliciting the plaintiff's customers for a rival laundry. Few, if any, of the customers knew of the defendant's change of employment.